

**RICHARD HELLER**

NO. 795

9/23/75 19 <sup>33</sup>/<sub>310</sub>

PAY TO THE ORDER OF TOP OF D731 \$1000.<sup>00</sup>/<sub>100</sub>

One thousand DOLLARS

**GIRARD BANK**  
Philadelphia, PA

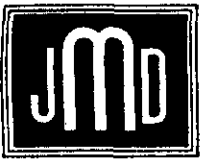
MEMO

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PFF  
ORIGINAL  
(Red)

430669





# John D. Moten, Incorporated

Bonds & Insurance

Box #392

Wayne, Pennsylvania 19087

ORIGINAL  
(Red)

December 5, 1975

Mr. William O'Halleran, Secretary  
Township of Darby  
1063 Cedarwood Road  
Glenolden, PA

RE: CITY WIDE SERVICE, INC.

Dear Mr. O'Halleran:

This letter will advise you that the Trash Collector Bond for City Wide Service, Inc. is in process of execution.

The papers have been submitted to International Fide Insurance Company of Newark, New Jersey. This company has agreed to write the bond upon reception of certain additional information which is being sent today.

If you wish to confirm this by phone, please call Al Matheson at 201-624-7200.

If all runs smoothly, the bond and Insurance Certificate should be in your hands by 12/9/75.

Sincerely,

  
JOHN D. MOTEN

Know all Persons By These Presents, that City Wide Service, Inc., as Principal, and International Fidelity Insurance Company  
24 Commerce Street, Newark, New Jersey, as Surety are held and firmly bound unto the Township of Darby, Pennsylvania (Hereinafter called Township) in the sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00), lawful money of the United States of America, to which payment well and truly to be made, we do hereby jointly and severally, bind and oblige ourselves, and our heirs, executors, administrators, successors and assigns firmly by these presents:

Whereas, the above bounden Principal has entered into a written Contract, beginning February 1st, 1976 until January 31st, 1977, with the Township for the removal and disposal of trash and garbage in the Township of Darby, for the price set forth in said Contract, which said Contract is by reference made a part thereof.

Now the Condition of this obligation is such that if the above bounden Principal shall well and truly perform said Contract and fully and faithfully carry out and complete the same in all respects, then this obligation shall be void and of no effect, otherwise, to continue in full force and virtue.

Signed and Sealed this 9th day of December , A.D., 1975.

Witness:

Ethel Heller

CITY WIDE SERVICE, INC.

Richard Hall (SEAL)

Elaine Porter  
Elaine Porter

INTERNATIONAL FIDELITY INSURANCE CO. (SEAL)

George F. Brenner  
Surety George F. Brenner  
Attorney-in-Fact

COUNTERSIGNED:

Richard Collins  
Richard Collins  
FA. Resident Agent

## INSURANCE BINDER

Agent/Broker

**John D. Moten, Incorporated**  
BONDS & INSURANCE  
BOX #84  
ST. DAVIDS, PENNSYLVANIA 19087  
(215) 687-4616 - 687-4617

☒ New ☐ Renewal of Binder No. \_\_\_\_\_ Extension of Policy No. \_\_\_\_\_

Name of Insured and Address: CITY WIDE SERVICE, INC. 2502 S. 83rd Street Philadelphia, PA 19142	<b>PURPOSE OF BINDER</b>  This Binder is a temporary Insurance Contract to serve as evidence of Insurance pending: <input checked="" type="checkbox"/> Issuance and Delivery of a Policy <input type="checkbox"/> Issuance and Delivery of a Renewal Policy <input type="checkbox"/> Issuance and Delivery of Endorsement <input type="checkbox"/> Negotiation of Rates, Premium or Coverage
Business or Occupation: Trash and Garbage Removal	

The Pennsylvania Workmens Compensation Fund  
(Name of Insurance Company)

is hereby bound to an insurance undertaking for the insured named above subject to the conditions set forth below as follows:

DESCRIPTION OF PROPERTY OR OPERATIONS AND LOCATION	TYPE OF INSURANCE AND INSURED PERILS	AMOUNT OF INSURANCE OR LIMITS OF LIABILITY
	Workmens Compensation and Employers Liability	Statutory
MORTGAGEE OR LOSS PAYEE. Loss, if any, is payable to Insured and:		The following clauses, special limitations or endorsements shall apply to this insurance:
ORIGINAL BINDER SENT TO: <input checked="" type="checkbox"/> Insured <input type="checkbox"/> Mortgagee or Loss Payee <input type="checkbox"/> Other:		

In consideration of the Insured's agreement to pay a premium based on published or manual rules and rates, and subject to all the provisions of the policy customarily issued by the Company bound herein insuring against the perils specifically designated, it is agreed that Insurance of the type named above is bound for the following period:

From 2/1 19 76 at . M. To 2/1 19 77 at ☐ Noon ☐ 12:01 A.M.  
Standard time, or such time prior thereto as the Company's policy may be issued in lieu hereof insuring the described risk. A premium charge shall be made for the term of the Binder, calculated in the manner provided above, unless a policy is issued by this Company and is accepted by the Insured covering the Binder term. The issuance of such a policy shall void this Binder.

This Binder may be cancelled at any time by the Insured by its surrender to the Company or to this agent, or by giving notice to the Company or to this agent when thereafter the cancellation shall be effective. The Binder may be cancelled by the Company, or by this agent in behalf of the Company, by mailing to the Insured, at the address shown above, written notice stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notices as aforesaid shall be sufficient notice. The effective date of cancellation stated in the notice shall become the end of the binder period. Delivery of written notice shall be equivalent to mailing.

Date: 1/23/76

By: John D Moten  
Authorized Representative

FILE



COUNTY OF DELAWARE  
COURT HOUSE  
MEDIA, PENNSYLVANIA 19063

891-2193

CHARLES G. KEELER  
CHAIRMAN

FAITH RYAN WHITTLESEY  
VICE CHAIRMAN

WILLIAM A. SPINGLER

OFFICE OF SOLID WASTE DEPT.  
GEORGE A. VARVOUTIS  
DIRECTOR

5 August 1977

TO: ALL MUNICIPALITIES WHICH OPERATE THEIR OWN REFUSE COLLECTION  
FLEETS OR CONTRACT WITH PRIVATE HAULERS

RE: Contingency Plan - Due to Local 77 Strike at the  
County Incinerator Plants

Reference is made to Delaware County Council's letter of  
1 July 1977 to all Municipalities regarding the contingency plan  
for refuse disposal during the strike at the County Incinerator  
Plants.

For the purpose of allocating unexpended funds as a result  
of the strike, the Delaware County Department of Solid Waste is  
requesting all Municipalities which operate their own refuse  
collection fleets or have contracts with private haulers to  
submit a detailed and documented listing of all costs incurred  
as a result of the strike.

We supply for your use, two (2) forms, with instructions,  
to be completed and returned to the Department of Solid Waste,  
Curran Bldg., 2nd & Orange Sts., Media, Pa. 19063. The first form  
is a justification by truck of the costs incurred. The second  
form is a daily summary of the costs incurred. Please note that  
all costs must be verified by weighslip and/or receipts, and may  
be subject to County audit before reimbursement is made.

This request for documented information covers County re-  
imbursement for the month of July (July 1-31) 1977. Subsequent  
requests will be made by the County for reimbursements to cover  
costs of operations after July 31, 1977.

Your reply to this request should be received by the  
Department of Solid Waste by the close-of-business, Friday August  
12, 1977. Should you have any questions, please feel free to  
contact our office.

Very truly yours,

*George Varvoutis*

George Varvoutis  
Solid Waste Manager

RECEIVED

AUG 10 1977

TOWNSHIP OF DARBY

GV/LJN/ln  
Encl (3)  
cc: V. Petaccio

INSTRUCTIONS FOR USE

FORM

Unit Costs Per Truck:

Date: Date of Disposal

Truck No.: (if fleet is not numbered use vehicle  
registration number)

Disposal Site: Site Name +(County or State)

Refuse (Tons/yd<sup>3</sup>/lbs) A: Quantity of Refuse per truck  
Tons or Cubic Yard or Truck load

Cost Per Unit (Tons/yd<sup>3</sup>/lbs.) B: Cost per ton,  
per cubic yard, per truck load

Miscellaneous Expenses

Tolls D: For Bridges or Roadways

Employee OverTime E: Employee Overtime paid due  
to Strike Operations

Other F: include explanation

Sum C+D+E+F: Add columns C, D, E, & F  
to calculate total costs  
per truck load

\* This form may be duplicated.

FILE

SH of

DATE: FROM 7/1/77 TO 7/31/77

DELAWARE COUNTY  
DEPARTMENT OF SOLID WASTE  
STRIKE OPERATIONS  
UNIT COSTS PER TRUCK

MUNICIPALITY      DARBY TOWNSHIP

ADDRESS 1063 Cedarwood Road Glenolden P.O., Pa. 19036

[illegible]

SIGNATURE

TITLE

DATE August 15, 1977



FILE

INSTRUCTIONS FOR USE

FORM  
Daily Cost Summary:

Date: Date of Disposal

Disposal Site: Summarize by disposal site.  
If more than one site is used on a single  
day, list separately

Total Quantity of Refuse: Summarize total Quantity  
by Tons, Cubic Yard, or Truck Load

Total Costs: Total "Sum" column for given day.

\* This form may be duplicated.

DELAWARE COUNTY  
DEPARTMENT OF SOLID WASTE  
STRIKE OPERATIONS - COST SUMMARY

SH \_\_\_\_\_ of \_\_\_\_\_

DATE: FROM 7/1/77 TO 7/31/77

1063 Cedarwood Road

MUNICIPALITY Darby Township

ADDRESS Glenolden P.O., Pa. 19036

DATE	DISPOSAL SITE	TOTAL QUANTITY OF REFUSE	TOTAL COSTS
7- 5	DEPTFORD Kinsley Twp.	120 yds.	\$ 91.20
6	"	120 yds.	\$ 91.20
7	"	120 yds.	\$ 91.20
8	"	60 yds.	\$ 45.60
11	"	180 yds.	\$ 136.80
12	"	150 yds.	\$ 114.00
14	"	120 yds.	\$ 91.20
15	"	90 yds.	\$ 68.40
18	"	180 yds.	\$ 136.80
19	"	150 yds.	\$ 114.00
21	"	90 yds.	\$ 68.40
22	"	90 yds.	\$ 68.40
25	"	120 yds.	\$ 91.20
26	"	90 yds.	\$ 68.40
28	"	120 yds.	\$ 91.20
29	"	150 yds.	\$ 114.00
	Totals	1950 yds.	\$ 1482.00

SIGNATURE

TITLE

DATE August 15, 1977

Contractor by the Board of Commissioners of said Township, or a committee of the same, duly appointed for that purpose.

(b) The Contractor shall collect and dispose of all trash and garbage from all dwellings, and churches.

(c) The Contractor agrees that all collections of trash and garbage shall be made with a truck or trucks with water-proof or water-tight body, and that he will permit no garbage or leakage or refuse to fall upon the street, and that the collection shall not start on any day earlier than 7:00 A.M., and shall conclude by 7:00 P.M.

(d) The Contractor hereby authorizes the Township to deduct from monies due the Contractor for the commission of offenses in violation of the Contract, sums of money in accordance with the terms and conditions of the paragraph 2 of the information for Bidders.

2. That the Contractor agrees that all collections and his performance of this Contract in every way will be in accordance with the terms not only of this contract, but also the terms of the Information for Bidders, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A", the five pages of which form a part of this Contract as if the same were fully set forth herein.

A G R E E M E N T

This Agreement, made this 18<sup>TH</sup> day of ~~DECEMBER~~, A.D., 1975, between the Township of Darby, a Township of the First Class, of the County of Delaware, State of Pennsylvania, hereinafter referred to as "Township", and City Wide Service, Inc., 2502 S. 83rd Street, Philadelphia, Pennsylvania, hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, the Township requires the services of a collector for the removal and disposal of trash and garbage in the Township of Darby, and

WHEREAS, the Contractor has agreed to collect the same in the Township of Darby of a period of one (1) year from February 1, 1976, until January 31, 1977, inclusive, as well as disposing of the same under specific terms and conditions,

NOW THEREFORE, the parties hereto, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby mutually covenant and agree as follows:

1. That the Contractor does hereby covenant and agree to collect and dispose of all trash and garbage under the following terms and conditions:

(a) Collections of trash and garbage shall be made over the entire Township of Darby twice each week, and over such routes that comply with a definite and fixed plan and schedule of days and routes to be supplied to the

3. Contractor agrees that all collections shall be made neatly and promptly and in a workmanlike manner; and the Contractor agrees to adhere to and observe all regulations of the Department of Health of the Township, and all laws of the Commonwealth of Pennsylvania, and of the Board of Health of the Township, and all laws of the Commonwealth of Pennsylvania and of the United States, as well as all Ordinances of any other Municipality through which trash or garbage collected under this contract may be transported.

4. No collections shall be made on Sundays or Legal Holidays; when the scheduled collection falls on a Legal Holiday or Sunday, a collection shall be made on the following day, unless, in the case of a Legal Holiday, the next day is a Sunday, then the collection shall be made on Monday, or, if Monday be a holiday, then Tuesday.

5. Contractor shall, as part of his Contract, furnish disposal facilities for all trash and garbage collected. Contractor shall use the incinerator of the County of Delaware, under and subject, however, to all rules, regulations and requirements of said County of Delaware. In the event that the aforesaid County incinerator is not available to Contractor for purpose of this Contract, due to reasons beyond the control of the Contractor, Township shall locate for the Contractor a suitable disposal facility.

6. Contractor agrees to carry Workmen's Compensation

Insurance covering all his employees engaged in the collection and disposal of trash or garbage in the Township, with a reputable insurance company, licensed to do business in the Commonwealth of Pennsylvania.

7. Contractor agrees to carry personal and property liability insurance with a reputable company licensed to do business in the Commonwealth of Pennsylvania, in an amount satisfactory to the Township, to cover any damages which may be incurred while collection and disposing of said trash and garbage.

8. Contractor agrees to be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Township from all suits and actions, of every nature, character and description, brought for or on account of any injuries or damages received or sustained, or claimed to have been received or sustained by any person or persons by or from said Contractor's negligence or the negligence of his servants, agents or employees, by or in the consequence of any act or omission of the said Contractor's servants, agent or employees. Contractor agrees to immediately, upon the happening of any injury to persons or property, notify the Secretary of the Township, in writing, of the circumstances thereof.

9. The Contractor shall furnish to the Township Insurance Certificates, naming the Township as a beneficiary in all insurance policies mentioned or required in Paragraphs 6, 7,

8, and the Township shall be given at least 10 days written notice before any cancellation of the same.

10. The Contractor agrees not to sublet the Contract or any part thereof without the permission of the Board of Commissioners of said Township expressed in writing. The fact that the Township might permit the Contractor to sublet the Contract or portion thereof will not relieve the Contractor or his surety on any bonds posted by the Contractor in connection with this Contract.

11. If the Contractor fails to commence work at the specified time, or fails to prosecute the work to the satisfaction of the Township, or attempts to transfer or assign this Contract or any interest thereunder without the written consent of the Township, or fails to perform any covenants of this Contract, the Township may, on forty-eight (48) hours written notice, directed to the Contractor at 2502 S. 83rd Street, Philadelphia, Pa,

void and annul the Contract, and re-let the Contract or complete the work itself, charging any additional costs thereof against said Contractor and/or the Contractor's surety or sureties.

12. Contractor agrees that he will furnish to the Township a bond of a reputable bonding company, licensed to do business in the Commonwealth of Pennsylvania in the sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) conditioned

for the faithful performance of this Contract. The Contractor agrees that the premiums on the necessary insurance and bond, as provided for in this Contract, will be paid by Contractor.

13. Township agrees to permit the Contractor to collect the trash and garbage from the Township, and dispose of the same under the terms of this Agreement.

14. Township agrees to pay to Contractor, during the term of this Contract, the total sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) lawful money of the United States of America, which sum is to be paid by the Township to the Contractor in accordance with the provisions set forth in the Information for Bidders. In the event any payment due under this Contract is not made within thirty (30) days after the same is due, and said non payment is not due to any breach of this Contract on the part of the Contractor, then said payment shall bear interest at the rate of six percent (6%) per annum from the expiration of said thirty (30) day period.

15. The parties agree that the Information for Bidders, Specifications, and Legal Notice, attached thereto, are to be attached to this Contract, and are to become a part thereof.

16. The Contractor agrees that in hiring employees for the performance of work under this Contract, or any Sub-Contractor hereunder, neither he nor any Sub-contractor or any person acting on behalf of him or any Sub-contractor, shall violate any laws of the Township of Darby, Commonwealth of Pennsylvania,



or the United States, relative to the employment and discrimination by virtue of race, creed, color, age or national origin, and shall not violate the provision of any Contract between employer and any union.

17. The Contract price of One Hundred Forty Eight Thousand Dollars (\$148,000.00) specified herein is based upon dwelling units in the Township on February 1, 1976. Any increase in dwelling units which are subject to collection under this Contract shall result in an increase of the contract price which shall be determined as follows: each ten (10) additional units serviced under this Contract beyond those services on February 31, 1976, shall result in an increased Contract price proportionate to what the total Contract price bears to the total number of dwelling units serviced hereunder as of February 1, 1976.

18. The Township has the option to continue this Contract for one (1) year from February 1, 1977 to January 31, 1978, at the price of One Hundred Forty Nine Thousand Dollars (\$149,000.00). The Township shall inform the Contractor, in writing, of its decision to continue the Contract for the additional year, on or before December 1, 1976.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, and the Township has caused its common or corporate seal to be affixed.

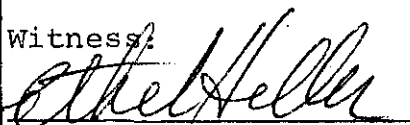
TOWNSHIP OF DARBY

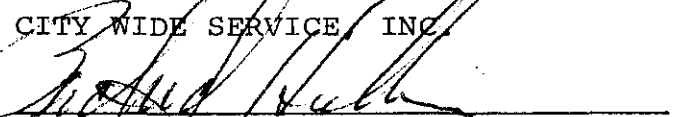
Attest:

  
Secretary

  
President

Witness:



CITY WIDE SERVICE, INC.  


INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the Bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September, A.D., 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977, inclusive, or for a period of two (2) years from February, 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage

of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/500,000/100,000. The Township shall appear as a beneficiary in said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurers check, in the amount of One Thousand (\$1,000.00) Dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of successful bidders will be returned as soon as possible, following the award of said Contract.

#### SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

1. DEFINITION OF GARBAGE: The term "garbage" wherever it appears in these specifications or in the advertisement, in the Information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

11. DEFINITION OF TRASH: The Term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever except garbage and non-combustibles.

111. NONCOMBUSTIBLES: Contractor is not obligated to pick up non-combustibles.

IV. LAWS AND ORDINANCES: All regulations of the Department of Health of the Commonwealth of Pennsylvania and the local Board of Health, and all laws of the Commonwealth of Pennsylvania and

the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

INSPECTION OF PREMISES: The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

EQUIPMENT: Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

DAYS OF COLLECTION: The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

TIME OF COLLECTION: All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

FREQUENCY OF COLLECTION: Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

PAYMENT OF CONTRACTOR: Payments shall be made monthly to the Contractors or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

DEDUCTIONS - LIQUIDATED DAMAGES: It is agreed that the question of deductions from moneys due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the Contractor the following amounts for each offense or violation:

For Failure to removal Garbage and/or Trash.	50 cents for each day for each house, etc. not collected.
For carelessness in removing Garbage and/or Trash.	Two dollars for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty dollars for each day.
For overloading or spilling Garbage and/or Trash on Streets.	Fifty dollars for each day.
For Failure to submit reports.	Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS  
OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgment.satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold

any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's surety or Sureties.

William J. O'Halloran, Secretary  
Board of Commissioners  
Township of Darby

N O T I C E

PROPOSAL - TOWNSHIP OF DARBY

Delaware County, Pa.

Sealed proposals will be received by the Board of Commissioners of Darby Township until 5 P.M., for the Collection of Trash and Garbage during the years 1976 and 1977,

Bids will be opened at the Meeting of the Board of Commissioners on September 24, 1975, at 8 P.M. at the Darby Township Senior High School.

Information for bidders and specifications are available at the Darby Township Municipal Building, 1063 Cedarwood Road, Darby Township, Glenolden, P.O., Pa. 19036. By order of the Board of Commissioners.

WILLIAM J. O'HALLORAN  
Township Secretary

BID PROPOSAL FOR THE COLLECTION,  
REMOVAL AND DISPOSAL OF TRASH AND GARBAGE.

William J. O'Halloran, Secretary  
Township of Darby  
1063 Cedarwood Road  
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby, Delaware County, Pa., and to perform all services and work incidental thereto in accordance with the Information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1976 to January 31, 1977, inclusive for the price of or sum of One Hundred Forty Eight Thousand Dollars (\$148,000.00) payable in equal monthly installments, ten days after regular monthly meeting, or -

Two (2) years from February 1, 1977 to January 31, 1978 inclusive for the price or sum of One Hundred Forty Nine Thousand Dollars (\$149,000.00) payable in equal monthly installments, ten days after regular monthly meeting,

Attest:

Company: CITY WIDE SERVICE, INC.

ETHEL HELLER  
Secretary

Authorized Signature: RICHARD HELLER

Title: President

Date: September 23, 1975

Note: If the Bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.



PETER J. NOLAN  
ATTORNEY AT LAW  
29 E. FIFTH STREET  
CHESTER, PENNSYLVANIA  
19013

TELEPHONE  
TREMONT 4-4268

October 21st, 1975

Township of Darby  
1063 Cedarwood Road  
Glenolden, Pa.

ATTENTION: Mr. O'Halloran

RE: Trash Contract

Dear Bill:

RECEIVED

OCT 22 1975

TOWNSHIP OF DARBY

Enclosed please find the Agreements which should be signed by the Contractor. The Contractor can keep one. All of the other ones should be returned to the Township.

Also enclosed is a bond which should also be executed by the Contractor and a Surety Company.

The Contractor should furnish liability insurance, endorsed to cover the Township of Darby for the following:  
A. Bodily injury, including automobile and truck liability - \$500,000 - \$2,000,000. B. Property damage - \$500,000.

Workman's compensation liability coverage must also be provided.

Each of these insurance coverages should name the Township as a beneficiary, and must be endorsed with a notation that the policies will not be cancelled unless the Township of Darby receives at least 10 days written notice before cancellation.

The Contractor should also be advised that Paragraph 8 of the contract should be covered by insurance.

Enclosed please find the three bids which were submitted for the proposed contract. You should retain all bids and checks and bonds until such time as we receive an executed contract, bond, and insurance policies.

Very truly yours,

  
DETERED T NOT AN

DTM:dc

PERFORMANCE BOND

Know all Persons By These Presents, that City Wide Service,  
Inc., as Principal, and \_\_\_\_\_,  
\_\_\_\_\_, as Surety

are held and firmly bound unto the Township of Darby, Pennsylvania  
(Hereinafter called Township) in the sum of One Hundred Forty  
Eight Thousand Dollars (\$148,000.00), lawful money of the United  
States of America, to which payment well and truly to be made,  
we do hereby jointly and severally, bind and oblige ourselves,  
and our heirs, executors, administrators, successors and assigns  
firmly by these presents:

Whereas, the above bounden Principal has entered into a  
written Contract, beginning February 1st, 1976 until January 31st,  
1977, with the Township for the removal and disposal of trash and  
garbage in the Township of Darby, for the price set forth in  
said Contract, which said Contract is by reference made a part  
thereof.

Now the Condition of this obligation is such that if the  
above bounden Principal shall well and truly perform said  
Contract and fully and faithfully carry out and complete the  
same in all respects, then this obligation shall be void and of  
no effect, otherwise, to continue in full force and virtue.

Signed and Sealed this      day of      , A.D., 1975.

Witness:

CITY WIDE SERVICE, INC.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Surety

BID PROPOSAL FOR TRASH COLLECTION, REMOVAL  
AND DISPOSAL OF TRASH AND GARBAGE

William J. O'Halloran, Secretary  
Township of Darby  
1063 Cedarwood Road  
Cienfuegos, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders",  
Re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees  
to collect, remove and dispose of all trash and garbage from the Township of Darby  
Delaware County, Pa. and to perform all services and work incidental thereto in  
accordance with the information for bidders and specifications attached hereto for  
a period of:

One (1) year, from February 1, 1976 to January 31, 1977 inclusive for the  
price of or sum of ONE HUNDRED FORTY EIGHT THOUSAND \$ 148,000.00 /  
payable in equal monthly installments, ten days after regular monthly meeting,  
or -

Two (2) years from February 1, 1977 to January 31, 1979 inclusive for the  
price or sum of ONE HUNDRED FORTY NINE THOUSAND \$ 149,000.00 /  
payable in equal monthly installments, ten days after regular monthly meeting.

RTTBS. Ethel Heller  
SEC.

Company: CITY WIDE SERVICE, INC.  
Authorized Signatory: Michael N. Kuhn  
Title: President

Date: SEPT. 23, 1975

Note: If the bidder is partnership, the bidder's name must be the partnership  
name and signed by all the partners. If a corporation, the bidder's name must  
be the President or Vice President of the corporation and approved by the  
Secretary and the Seal of the Corporation must be attached.

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY.

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage."

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September A.D. 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1, 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property damage in the amount of at least \$50,000/\$100,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. The subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, in the bidder's bank, or cash treasurers check, in the amount of one thousand (\$1,000) dollars, to the order of the Township of Darby, which will be retained by the Township Solicitor. If the successful bidder fails to execute the Contract and comply with the requirements of the certificates as required, and to meet all the conditions of the Contract, the check or cash will be returned as soon as possible, following the expiration of the Contract.

## SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

**I. DEFINITION OF GARBAGE:** The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

**II. DEFINITION OF TRASH:** The Term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepting garbage and non-combustibles.

**III. NONCOMBUSTIBLES:** Contractor is not obligated to pick up non-combustibles.

**IV. LAWS AND ORDINANCES:** All regulations of the Department of Health of the Commonwealth of Pennsylvania and the Local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

**INSPECTION OF PREMISES:** The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

**EQUIPMENT:** Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

**DAYS OF COLLECTION:** The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday the collection shall be made on the following day.

**TIME OF COLLECTION:** All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

**FREQUENCY OF COLLECTION:** Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

**PAYMENT OF CONTRACTOR:** Payments shall be made monthly to the Contractor or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

**DEDUCTIONS - LIQUIDATED DAMAGES:** It is agreed that the question of deductions for moneys due the Contractor under the provisions of his Contract will be decided below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and/or Trash.	\$5.00 per day for each house, animal not collected.
For carelessness in removing Garbage and/or Trash.	\$5.00 per day for each house, animal not collected.
For overloading or not covering Garbage vehicle or using leaky vehicles.	\$10.00 per day for each day.

For overloading or spilling Carbage and/or Trash on Streets

Fifty Dollars f/each day.

For Failure to submit reports

Ten dollars for each failure

#### RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgment satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission of the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William L. O'Halloran, Secretary  
Board of Commissioners  
Township of Parry

BID PROPOSAL FOR THE COLLECTION, REMOVAL  
AND DISPOSAL OF TRASH AND GARBAGE

William J. O'Halloran, Secretary  
Township of Darby  
1063 Cedarwood Road  
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders".  
Re: Trash and Garbage Township of Darby, hereto attached, proposer and agrees  
to collect, remove and dispose of all trash and garbage from the Township of Darby  
Delaware County, Pa. and to perform all services and work incidental thereto in  
accordance with the Information for Bidders and Specifications attached hereto for  
a period of:

One (1) year, from February 1, 1976 to January 31, 1977 inclusive for the  
price of or sum of one hundred fifty five thousand dollars, \$ 152,800.00  
eight hundred  
payable in equal monthly installments, ten days after regular monthly meeting,  
or -

Two (2) years from February 1, 1977 to January 31, 1979 inclusive for the  
price or sum of option dollars (\$ \_\_\_\_\_),  
payable in equal monthly installments, ten days after regular monthly meeting.

Company: Charlie Frank Inc.  
Authorized Signature: Charles Frank  
Title: president

Date: 9-24-75

Note: If the Bidder is partnership, the bid must be executed in the partnership  
name and signed by all the partners. If a corporation, it must be signed  
by the President or Vice President of the Corporation and attested by the  
Secretary and the Seal of the Corporation.

INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF DARBY.

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Darby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Darby, until eight o'clock P.M. E.D.S.T. September 24, 1975.

Bids must be sealed and plainly marked on the envelope "Bid for Collection of Trash & Garbage".

All bids must be on the blank form or proposal attached hereto and should give prices both in writing and in figures, and must be signed by the bidder in accordance with the directions in the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Darby Township High School, Ashland & Bartram Avenues to be held on the 24th day of September A.D. 1975, at 8:00 P.M., E.D.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, must have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the terms of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1977 to January 31, 1978 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

Bonds in the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property Damage in the amount of at least \$50,000/\$100,000/\$100,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the Surety on the bonds of any responsibility.

No bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check or bank treasurer's check, in the amount of one thousand (\$1,000.00) dollars, to the order of the Township of Darby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and to pay the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.



## SPECIFICATIONS

The Contractor shall do all the work and shall supply all labor and material, services, plant and equipment for the collection, removal and disposal of Trash and Garbage from the Township of Darby, County of Delaware, Pennsylvania.

**I. DEFINITION OF GARBAGE:** The term "garbage" wherever it appears in these specifications or in the advertisement, in the information for Bidders, in the Proposal, in the Contract, or in the Bonds means all refuse of animal or vegetable matter which has been used for food for men or was intended to be so used.

**II. DEFINITION OF TRASH:** The Term "Trash" wherever it occurs in these specifications in the advertisement, in the Information for Bidders, in the Proposal, in the Contract or in the Bonds or in any other paper in connection herewith means any and all things whatsoever excepted garbage and non-combustibles.

**III. NONCOMBUSTIBLES:** Contractor is not obligated to pick up non-combustibles.

**IV. LAWS AND ORDINANCES:** All regulations of the Department of Health of the Commonwealth of Pennsylvania and the local Board of Health, and all laws of the Commonwealth of Pennsylvania and the United States, and all Ordinances of the Township and those of any other Municipality through which Trash and Garbage collected under the Contract may be transported must be strictly adhered to by the Contractor.

The Contractor shall keep a daily record of the number of loads collected and shall make a report of the collection in such form and in such manner and at such times as may be prescribed by the Township or a committee thereof appointed for the purpose. Contractor shall also furnish such additional information in writing in reference to the conduct of the work as may be required from time to time by the Township. If such report and information is not supplied within one (1) week from the date of the request, the Township may, in its discretion, retain such money as may be due said Contractor until the required information shall have been supplied.

**INSPECTION OF PREMISES:** The properly authorized officers, officials or employees of the Township shall have the right of free and unobstructed access to the disposal site, buildings and premises used in connection with the collection and disposal of Trash and Garbage, at any and all times during the term of the Contract for the purpose of inspection.

**EQUIPMENT:** Bidders quoting price on Collection should have two (2) Packer Type Disposal Trucks plus one (1) open truck, metal body, and must provide proof of ownership thereof before contract is awarded.

**DAYS OF COLLECTION:** The days of collection shall be definite and fixed after consultation with the Township of Darby Commissioners or a Committee thereof. No collection shall be made on Sundays or Legal Holidays; when a scheduled collection falls on a Sunday or a Legal Holiday, the collection shall be made on the following day.

**TIME OF COLLECTION:** All collections shall be made between the hours of 7:00 o'clock A.M. and 7:00 o'clock P.M.

**FREQUENCY OF COLLECTION:** Garbage: Collections shall be made twice a week for the entire year during the term of Contract. Trash: Collections shall be made twice each week during the term of Contract.

**PAYMENT OF CONTRACTOR:** Payments shall be made monthly to the Contractor, or within a reasonable time after the regular meeting of the governing body of the Township less any deductions.

**DEDUCTIONS - LIQUIDATED DAMAGES:** It is agreed that the amount of deductions from money due the Contractor under the provisions of his Contract will be as stated below, and that the decision of the Township as to deductions will be final and conclusive. It is agreed that the Township has the right and is hereby authorized to deduct, and will deduct, from the payment due the contractor the following amounts for each offense or violation:

For Failure to remove Garbage and/or Trash.	\$1.00 for each day for each house, lot and parcel.
For carelessness in removing Garbage and/or Trash.	\$1.00 for each separate offense.
For overloading or not covering Garbage vehicle or using leaky vehicles.	Fifty dollars for each day.

For overloading or spilling Garbage and/or Trash on Streets

Fifty Dollars \$/each day.

For Failure to submit reports

Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And so much money due the said Contractor under and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgement satisfied. In case any injury or damage is done to public or private property by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any moneys due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet annul the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William J. O'Halloran, Secretary  
Board of Commissioners  
Township of Early

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLEY FRANK, INC.  
932 Ashland Avenue, Folcroft, PA 19032

....., as Principal, (hereinafter called the "Principal"), and  
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized  
under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound  
unto TOWNSHIP OF DARBY

.....as Obligee, (hereinafter called the "Obligee"),  
in the sum of One Thousand and 00/100ths Dollars (\$ 1,000.00),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for removal and disposal of  
trash and garbage

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into  
a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be  
specified in the bidding or contract documents with good and sufficient surety for the faithful performance of  
such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the  
event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid  
and such larger amount for which the Obligee may in good faith contract with another party to perform the work  
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of September A.D. 19 75

CHARLEY FRANK, INC.

[Signature]  
Witness

[Signature] (SEAL)  
Principal  
[Signature]  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

Karen McFarland  
Witness

By [Signature] (SEAL)  
Attorney-in-Fact  
Title

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John D. Moten of Wayne, Pennsylvania.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John D. Moten and Robert G. Viola, dated June 24, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 1975.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

(SIGNED)

C. M. PECOT, JR.

By

JOHN C. GARDNER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE } ss:

On this 29th day of January, A.D. 1975, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

MELINDA T. HAUS

(SEAL)

Notary Public Commission Expires July 1, 1978

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 24th day of September, 1975

COMMISSIONERS

Junius R. Harrison, II, President  
Francis J. Gothie, Vice President  
Solomon H. White  
Edward J. Dolan  
George Boothly

TOWNSHIP OFFICIALS

William J. O'Halloran, Secretary  
Michael J. DiPaolo, Treasurer  
Louis H. Camagna, Jr., Controller  
Peter J. Nolan, Solicitor

# Township of Darby

1063 CEDARWOOD ROAD  
DARBY TOWNSHIP, PA.  
GLENOLDEN P.O. 19036

LUDLOW 6-1514



LUDLOW 6-1534

October 20, 1975

Peter J. Nolan, Attorney  
29 E. 5th Street  
Chester, Pa. 19013

Dear Pete,

In reference to the attached contract pertaining to City Wide Service, Inc., please be advised that schools should be excluded from collection and churches should be collected under this contract.

If you have any further question, please contact me.

Very truly yours,

William J. O'Halloran, Secretary  
Board of Commissioners  
Township of Darby

cls

PETER J. NOLAN  
ATTORNEY AT LAW  
29 E. FIFTH STREET  
CHESTER, PENNSYLVANIA  
19013

TELEPHONE  
TREMONT 4-4268

October 14, 1975

Township of Darby  
1063 Cedarwood Road  
Glenolden, Pa.

ATTENTION: Mr. O'Halloran

RE: Contract - City Wide Service, Inc.

TOWNSHIP OF DARBY

Dear Bill:

Enclosed please find a copy of the proposed Contract with City Wide Services, Inc. You will note that on page two it has been stated that the Contractor shall collect and dispose of all trash and garbage from all dwellings,

It is my understanding that churches and schools are not going to be collected under this contract. Would you kindly let me know if this is correct. I wanted to make sure that churches were also eliminated. I have attached the Information for Bidders, the Specifications and a copy of the Notice that was placed in the paper. Attached also is a copy of the proposal as submitted by City Wide. These will all be attached to the contract that will be sent out to City Wide. I would appreciate it if you would go over it and let me know of any changes that should be inserted. I am not going to send it out until you have had an opportunity to check it.

Very truly yours,

  
PETER J. NOLAN

PJN:ds  
enclosures



INFORMATION FOR BIDDERS

RE: TRASH & GARBAGE

TOWNSHIP OF LARBY

The Contract to be awarded is for the collection, removal and disposal of trash and garbage from all residential dwellings, in the Township of Larby, Delaware County, Pennsylvania.

Sealed bids or proposal for performing the work specified will be received by William J. O'Halloran, Secretary of the Township of Larby, until eight o'clock P.M., P.M.S.T. September 21, 1975.

Bids must be sealed and plainly marked on the envelope "BID for Collection of Trash & Garbage".

All bids must be on the blank form or forms attached hereto and should give prices both in writing and in figures, and must be signed by the bidder in accordance with the directions on the form for bid.

Bids will be publicly opened and read at the meeting of the Township Commissioners at the Larby Township High School, Ashland & Cortina Avenues to be held on the 24th day of September A.D. 1975, at 3:00 P.M., P.M.S.T., an award will be made by the Commissioners as soon thereafter as practicable. All bidders are requested to be present, and have their equipment in operation and be ready to furnish proof thereof.

Each bidder must be experienced in the field of trash removal. Right is reserved to reject any and all bids for any reason or reasons whatsoever. If awarded, the term of the Contract will be for either a period of one (1) year from February 1, 1976 to January 31, 1977 inclusive, or for a period of two (2) years from February 1977 to January 31, 1979 inclusive, whichever period is deemed by the Commissioners to be the best interest of the Township. The Township shall have the right to exercise the 2nd year option on or before December 1, 1976.

There is the sum of 100% of the Contract price, for the faithful performance of the Contract and for the protection of Labor and Material men are required. These bonds must be in a form satisfactory to the Township Solicitor, and the surety must be approved by the Township Solicitor.

The successful bidder must file certificates showing coverage of Workmen's Compensation Insurance and Public Liability and Property Damage in the amount of at least \$50,000/\$300,000/\$100,000. The Township shall appear as a beneficiary on said certificates.

All bonds and certificates must be received and approved prior to the commencement of the work, and renewals at least ten (10) days prior to the expiration of current policies.

No subletting of the Contract, or any part thereof, will be permitted except with the approval of the Township Commissioners expressed in writing. No subletting will relieve the Contractor of the surety on the bonds of any responsibility.

A bidder may withdraw his bid for a period of sixty (60) days after the opening thereof.

Every bid must be accompanied by a certified check, bank cashier's check, or cash, for the amount of one thousand (\$1,000.00) dollars, to the order of the Township of Larby, which will be retained by the Township as liquidated damages if the successful bidder fails to execute the Contract and supply the bonds and insurance certificates as required, and to meet all the conditions. Checks of unsuccessful bidders will be returned as soon as possible, following the award of said Contract.



BID PROPOSAL FOR THE COLLECTION, REMOVAL  
AND DISPOSAL OF TRASH, CULLEN TOWNSHIP

William J. O'Halloran, Secretary  
Township of Darby  
1063 Cedarwood Road  
Clenolden, Pa. 19336

Continued:

The undersigned having examined all copies of the "Bidding Plan for Cullens",  
Re: Trash and Garbage Township of Darby, dated, attached, prepared and approved  
to collect, remove and dispose of all trash and garbage from the Township of Darby  
Delaware County, Pa. and to perform all services of collection and disposal  
in accordance with the information for Bidding at, specified herein, for  
a period of:

One (1) year, from February 1, 1975 to January 31, 1976, for the  
price of or sum of one hundred fifty thousand \$ 150,000.00  
payable in equal monthly installments of \$12,500.00 per month.

Two (2) years from February 1, 1975 to January 31, 1977, for the  
price or sum of three hundred thousand \$ 300,000.00  
payable in equal monthly installments of \$12,500.00 per month.

Date: 9/23/75

Note: If the bidder in participation, for the collection, removal and disposal of  
trash and garbage by all the parties herein, is not successful in obtaining the contract  
by the expiration of the period of time specified herein, the bidder shall be  
over and the bid of the bidder shall be null and void.

Jackson's Rubbish Removal  
Gerald Jackson  
Ronald Jackson

COMMISSIONERS

Junius R. Harrison, II, President  
Francis J. Gothie, Vice President  
Solomon H. White  
Edward J. Dolan  
George Boothly

TOWNSHIP OFFICIALS

William J. O'Halloran, Secretary  
Michael J. DiPaolo, Treasurer  
Louis H. Camagna, Jr., Controller  
Peter J. Nolan, Solicitor

# Township of Darby

1063 CEDARWOOD ROAD  
DARBY TOWNSHIP, PA.  
GLENOLDEN P.O. 19036

LUDLOW 6-1514



LUDLOW 6-1534

December 4, 1975

THIS IS TO CERTIFY THAT JACKSON'S RUBBISH REMOVAL  
RECEIVED ON THE ABOVE DATE THEIR "TREASURER'S CHECK #806192"  
IN THE AMOUNT OF \$1,000.00 FOR TRASH AND GARBAGE BID FOR 1976.

M. Jackson  
Signature  
Dec 4, 1975  
Date

GIRARD BANK

Philadelphia PA

Treasurer's Check

No.

000000

3-3  
310

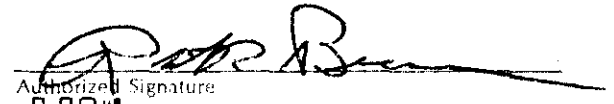
Date September 24, 1975

\*\*\*\*1,000.00\*\*\*\*

Pay  
to the Order of

Darby Township

GIRARD BANK

  
Authorized Signature

⑈00806192⑈ ⑆0310⑈0003⑈

9 1 2 2 8 7 0 ⑈

JACKSON'S RUBBISH REMOVAL SERVICE

216 Brock Road  
Springfield, PA 19064  
Ki 3-7093

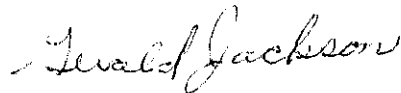
September 24, 1975

Gentlemen:

Just a little information about our company. Our fleet consists of  
7 trucks plus 2 new ones on order. At the present time we are handling  
3 townships - Aldan, Ridley Park, and Milbourne.

If you need any other information about our company, please do not hesi-  
tate to call.

Sincerely yours,



Gerald Jackson  
President

epc

Darby Township  
Delaware County, PA

For overloading, or spilling, cartage and/or Trash on Streets Fifty Dollars (each day).

For Failure to submit reports Ten dollars for each failure

RESPONSIBILITY FOR DAMAGE TO PERSONS OR PROPERTY

The Contractor will be responsible for any injury or damage to persons or property from any cause whatsoever during the progress of the work, and he shall indemnify and save harmless the Municipality from all suits or action of every nature, character and description brought for or on account of any injuries or damage received or sustained, or claimed to have been received or sustained by any person or persons, by or from said Contractor's negligence or the negligence of his servants, agents or employees, or by or in consequence of any act or omission of the said Contractor, his agents or employees. And at such time as the said Contractor order and by virtue of the Contract as shall be considered necessary by the Municipality will be retained until all claims shall have been settled and judgment satisfied. In case any injury or damage is done to public or private property, by or because of the work or in consequence of any act or omission on the part of the Contractor, his agents or employees, the Contractor shall, at his own expense, restore such property to a condition similar or equal to that existing before such damage or injury was done. During this time the Municipality may withhold any money due or becoming due said Contractor. The Contractor shall immediately upon the happening of any injury to persons or property notify the Secretary of the Township in writing of the circumstances thereof.

Should the Contractor fail to commence work at the specified time, or fail to prosecute the work to the satisfaction of the Township or attempt to transfer or assign his Contract or any interest therein without the written consent of the Township, or fail to perform any of the covenants of the Contract, the Township may, with forty-eight (48) hours notice in writing directed to the Contractor at the address given on the bidding sheet amend the Contract and re-let the Contract or complete the work itself, charging any additional cost thereof against the said Contractor and/or Contractor's Surety or Sureties.

William J. O'Dallanay, Secretary  
Board of Commissioners  
Township of Early

BID PROPOSAL FOR THE COLLECTION, REMOVAL  
AND DISPOSAL OF TRASH AND GARBAGE

Louis H. Camagna, Jr., Secretary  
Township of Darby  
603 W. Ashland Avenue  
Glenolden, Pa. 19036

Gentlemen:

The undersigned having examined all copies of the "Information for Bidders", re: Trash and Garbage Township of Darby, hereto attached, proposes and agrees to collect, remove and dispose of all trash and garbage from the Township of Darby Delaware County, Pa. and to perform all services and work incidental thereto in accordance with the information for Bidders and Specifications attached hereto for a period of:

One (1) year, from February 1, 1974 to January 31, 1975 inclusive for the price of or sum of ONE HUNDRED SIXTY-SIX THOUSAND dollars, (\$166,000.00), payable in equal monthly installments, ten days after regular monthly meeting, or -

Two (2) years from February 1, 1974 to January 31, 1976 inclusive for the price or sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in equal monthly installments, ten days after regular monthly meeting.

Company: CITY WASTE SERVICES, INC.

Authorized Signature: [Signature]

Title: PRES-

Date: 1/9/74

Note: If the bidder is partnership, the bid must be executed in the partnership name and signed by all the partners. If a Corporation bid must be signed by the President or Vice President of the Corporation and attested by the Secretary and the Seal of the Corporation affixed.

PROVIDED THE TWP. IS RESPONSIBLE FOR ALL  
COSTS INCURRED FOR DISPOSAL OF WASTE

POSTAL MONEY ORDER \$100.00 #16418594272 - 740109 - 190231  
Deposited Sent to M.D. Pook

The contractor should furnish liability insurance, covering the Township of Darby for the following:  
A. Bodily Injury, including automobile and truck liability - \$100,000 - \$1,000,000. B. Property damage - \$500,000.

Contractor's compensation liability coverage must also be provided.

Each of these insurance coverages should name the Township of Darby as a beneficiary, and must be endorsed with a notation that the policies will not be cancelled unless the Township of Darby receives at least 30 days written notice before cancellation.

The contractor should also be advised that percentage of the contract should be covered by insurance.

NATIONAL INDEMNITY COMPANY  
3024 Harney Street  
Omaha, Nebraska 68131

CERTIFICATE OF INSURANCE

OF DARBY  
Insurance neither affirmatively or negatively amends,  
coverage afforded by the Policy or Policies number-

February 1, 1977

This is to certify that the following described policies have been issued and are in full force and effect.

SURED City Wide Service, Inc.

ESS 2502 South 83rd Street Phila., Pa. 19142

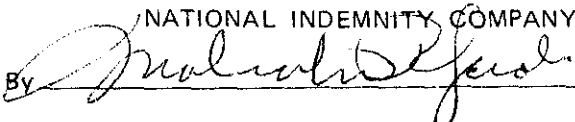
IN COVERED

RIPTION OF WORK

POLICY NO.	KIND OF INSURANCE	LIMITS	EFFECTIVE	EXPIRES
	Workmen's Compensation and Employer's Liability	Legal		
	For each item show "Not Covered" if no coverage afforded.			
	General Liability: Bodily Injury: . . . . . Each Occurrence \$ Aggregate - Products - Completed Operations \$ Property Damage . . . . . Each Occurrence \$ Aggregate - Operations \$ Aggregate - Products - Completed Operations \$			
BA 147982	Automobile Liability: Bodily Injury . . . . . Each Person \$ 50,000 Each Occurrence \$ 500,000 Property Damage . . . . . Each Occurrence \$ 100,000 Covers: Personal Injury Protection & 15/30 U.M.		2/1/77	2/1/78
	Excess Liability: <input type="checkbox"/> Automobile <input type="checkbox"/> General Liability Name of Primary Insurer: Primary Limits: Excess Limits:			

In the event of any material change in or cancellation of said policies, NATIONAL INDEMNITY COMPANY ~~will give 10 days notice prior to cancellation to whom this certificate is addressed~~  
Will give 10 days notice prior to cancellation to whom this certificate is addressed

This Certificate issued to: Attn: William J. O'Halloran  
Township of Darby  
1063 Cedarwood Road  
Glenolden, Pa. 19036

NATIONAL INDEMNITY COMPANY  
By   
Title AUTHORIZED REPRESENTATIVE

ORIGINAL  
(Red)

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA  
CIVIL ACTION - EQUITY

FOLCROFT LANDFILL CORPORATION,	:		
Plaintiff	:		
	:	NO. 8989	of 1969
vs.	:		
	:		
TOWNSHIP OF DARBY, DELAWARE	:		
COUNTY, PENNSYLVANIA,	:		
Defendant	:	IN EQUITY	

C O M P L A I N T

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Folcroft Landfill Corporation, by its attorneys,  
deFuria and Larkin, respectfully complains and avers:

1. The Plaintiff conducts a lawful landfill operation in the Borough of Folcroft, this County, upon property shown on the plan approved by the Borough of Folcroft on January 28, 1963, said plan being dated December 7, 1962, and being designated Order No. B-126 Drawing B-127 A.
2. All of the operations of the Plaintiff are being conducted in accordance with the ordinances of the Borough of Folcroft and all applicable law.
3. Entrance to the property on which the Plaintiff's landfill operations are being conducted is from Hook Road in Darby Township, this County and over Calcon Hook Road into the said Township, and then to the landfill operation in the Borough of Folcroft.



4. The address of the Plaintiff is Calcon Hook Road, Folcroft, Pa., and the address of the Defendant is Hook Road and Clifton Avenue, Darby Township, Pa.

5. Calcon Hook Road, Southwardly from Hook Road, to a distance of several hundred feet South of Tribbett Avenue, is a public road in the said Township of Darby.

6. The remainder of said Calcon Hook Road, from the ending point referred to in the prior paragraph, is a private right-of-way in the said Township of Darby extending Southwardly into the property of the Plaintiff in the Borough of Folcroft.

7. The private portion of the said Calcon Hook Road, being a private right-of-way, is owned by Philadelphia Electric Company, Darby Creek Joint Authority, and by the County of Delaware.

8. The Defendant is a township of the First Class.

9. Since about May 15, 1963, the Plaintiff, as duly authorized by the Borough of Folcroft, has operated and now does operate a sanitary landfill operation on land which it leases from Philadelphia Electric Company and from Wilbur C. Henderson, Jr., and Plaintiff has been given the full right and use of the private right-of-way being the Southerly portion of Calcon Hook Road which is not a public highway.

10. The Defendant, Township of Darby, has no rights of ownership, or possession, and no right to use or control the said private portion of the said private right-of-way being the South-

erly portion of Calcon Hook Road leading into the property of the Plaintiff.

11. As a means of access to its said operation, the Plaintiff must use both the public portion of Calcon Hook Road and the private portion thereof.

12. Beginning on June 27, 1969, the Defendant Township, by its Chief of Police and various members of its Police Department, have unlawfully obstructed by the erection of a barrier the entry upon and the use of the said private portion of the said private right-of-way known as Calcon Hook Road, and have refused to permit the Plaintiff, the Plaintiff's customers, employees, officers, and agents to use the said private road in order to enter and to leave the operation of the Plaintiff.

13. In its operations, the Plaintiff is conducting an essential public health service for the disposal of trash and refuse from municipalities and from the incinerator of the County of Delaware situate in the immediate vicinity of the Plaintiff's operation.

14. The Defendant has no lawful right to interfere with or obstruct the use by the Plaintiff of the said private right-of-way.

15. The acts of the Defendant are arbitrary and unauthorized by law, violate the legal rights of the Plaintiff, its officers, agents and customers, and they are injurious to the business of the Plaintiff and will cause immediate irreparable loss and damage to the business of the Plaintiff unless this

Court orders the Defendant, and its representatives and employees, to desist.

16. The Plaintiff is in need of immediate equitable relief.

WHEREFORE, the Plaintiff respectfully prays this Court to issue:

1. A preliminary injunction to be effective until final hearing, restraining the Defendant Township of Darby, its Township Commissioners, agents, and Police Department, from interfering with the use by Plaintiff, its officers, agents, and customers, of the private portion of said Calcon Hook Road as a means of ingress to and egress from the landfill operation of the Plaintiff.

2. An injunction permanently restraining the Defendant Township, its Commissioners, Police Department, and agents, from committing any of the unlawful acts specified in the Complaint from obstructing or interfering in any way with the use of the said private right-of-way, and from interfering in any manner with the lawful operations of the Plaintiff.

3. Such other and further relief as this Court may find to be just and proper.

151 Guy B. de Furia  
Attorney for Plaintiff  
deFuria and Larkin